

MAINTENANCE BOND

Know all persons by these presents, that we _____, as Principal, and _____, as Surety, are held and firmly bound unto Marion County, Indiana. The Metropolitan Development Commission of Marion County, Indiana and _____, jointly and severally, in the sum of \$ _____ in the aggregate, for the payment of which we firmly bind ourselves, our heirs, executors, administrators and assigns.

The terms and conditions of the above obligation are such that:

Whereas _____ has installed, completed and met all improvements, installations and requirements applicable to the subdivision known as _____ and docketed before the Metropolitan Development Commission under Docket No. _____, but said improvements and installations have not yet been accepted for public maintenance:

Now, therefore, _____ warrants the workmanship and all materials used in the construction, installation and completion of said improvements and installations to be of good quality and constructed and completed in a workmanlike manner in accordance with the standards, specifications and requirements of the subdivision control ordinance applicable to said plat, being a part of Revised Code of Consolidated City and County (Indianapolis-Marion County), Chapter 731-300, et. Seq., as amended, and in accordance with the satisfactory plans and specifications therefore submitted by the applicant pursuant thereto, which ordinance and plans and specifications are incorporated herein by reference and made a part hereof, and if _____ at his own expense for a period of three (3) years after said improvements and installations are accepted for

public maintenance by _____ , shall make all repairs
thereto which may become necessary by reason of improper workmanship or materials, with such
maintenance, however, not to include any damage to said improvements and installations
resulting from forces or circumstances beyond the control of said _____ ,
or occasioned by inadequacy of the standards, specifications and requirements of said ordinance.
Then this obligation to be null and void, otherwise to be and remain in full force and effect. I
affirm that no unauthorized alterations of this document have taken place.

IN WITNESS WHEREOF, we have executed and seal this Agreement on the
_____ day of _____, 20____.

_____ Seal

_____ Seal

Principal

Surety

STATE OF INDIANA)
)
COUNTY OF MARION) SS:

BEFORE ME, the undersigned, a Notary Public in and for said County and State,
personally appeared _____ OWNERS, who acknowledged the
execution of the foregoing Agreement on the ____ day of _____, 20____.

County of Residence

Signature

Commission Expiration Date

Printed Name

Office of Corporation Counsel

Project Manager,
Department of Code Enforcement

COUNTY OF MARION) SS:
)

Signature of Notary Public

Printed Name _____

This instrument was prepared by the Office of Corporation Counsel, 200 E. Washington Street, Suite 1601, Indianapolis, Indiana 46204.